

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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<i>In re:</i>	:	
	:	Chapter 11
	:	
GENEVER HOLDINGS LLC,	:	Case No. 20-12411 (JLG)
	:	
Debtor.	:	
	:	
-----	X	

**CONSENT ORDER GRANTING THE SHERRY-NETHERLAND, INC.
RELIEF FROM THE AUTOMATIC STAY**

Upon consideration of the application (the “Application”) of the Sherry-Netherland, Inc. (the “Sherry”) for entry of an order, pursuant to Section 362(d) of Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), for relief from the automatic stay to apply the security deposit held by the Sherry to satisfy post-petition maintenance fees and assessments due under those certain proprietary leases entered into on March 6, 2015 by and between the Sherry and the Debtor and that certain Agreement and Consent with Respect to Shares and Proprietary Lease entered into on March 6, 2015 by and between the Sherry, the Debtor, and Mr. Kwok Ho Wan a/k/a Miles Kwok a/k/a Miles Guo (collectively, the “Proprietary Lease”); and the Court having jurisdiction to decide the Application and the relief requested pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having considered the Application and any objections thereto; and the Court having determined that just cause exists for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED to the extent set forth herein.
2. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby lifted in the above-captioned proceeding with respect to the Sherry for the express purpose of allowing the Sherry to apply all accrued and owing post-petition maintenance fees and assessments due under the Proprietary Lease as of the date hereof, and hereafter on a monthly basis, from the Sherry's security deposit, with the stay to otherwise remain in place for all other purposes.
3. To the extent there are any increases in the assessments owed under the Proprietary Lease, the Sherry will seek separate relief for satisfaction of those amounts. All parties' rights are reserved with respect thereto.
4. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

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CONSENTED TO:

Dated: May 21, 2021

/s/ Gabriel E. Sasson

Gabriel E. Sasson
STROOCK & STROOCK & LAVAN LLP
Counsel to The Sherry-Netherland, Inc.

Dated: May 21, 2021

/s/ Kevin Nash

Kevin Nash
GOLDBERG WEPRIN FINKEL
GOLDSTEIN LLP
Counsel to the Debtors

Dated: May 21, 2021

/s/ Francis J. Lawall

Francis J. Lawall
TROUTMAN PEPPER HAMILTON
SANDERS LLP
Counsel to Bravo Luck Limited

Dated: May 24, 2021

/s/ Douglas E. Spelfogel

Douglas E. Spelfogel
FOLEY & LARDNER LLP
*Counsel to Pacific Alliance Asia
Opportunity
Fund L.P.*

NO OBJECTION:

Dated: May 21, 2021

WILLIAM K. HARRINGTON
UNITED STATES TRUSTEE
Region 2

/s/ Richard C. Morrissey

By: Richard C. Morrissey
Trial Attorney

SO ORDERED:

Dated: May 30, 2021

New York, New York

/s/ *James L. Garrity, Jr.*

HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE